

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 09-11-61439

HUD# 07-11-0878-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

PERRY PARTNERS LP

c/o Apollo Housing Capital

600 Superior Avenue, Suite 2626

Cleveland, Ohio 44114

COHEN-ESREY REAL ESTATE SERVICES INC.

6800 West 64th Street, Suite 101

Overland Park, KS 66202

RANEA KRUEGER

Quail Run Apartments

2902 Iowa Street

Perry, Iowa 50220

COMPLAINANT

CASSIE GILMORE

Perry, Iowa 50220

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties: Complainant alleged Respondents contracted with to National Credit Systems, Inc. to pursue monies not actually owed by Complainant in retaliation for having filed a previous discrimination complaint. Respondents own or manage rental properties in Perry, Iowa.

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Law

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of

giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.

2. Respondents acknowledge State and Federal Fair Housing Laws make it unlawful to discriminate or retaliate against another person in any of the rights protected against discrimination by this chapter because such person has lawfully opposed any practice forbidden under this chapter, obeys the provisions of this chapter, or has filed a complaint, testified, or assisted in any proceeding under this chapter. Iowa Code § 216.11(2); 42 U.S.C. 3617.

Voluntary and Full Settlement

3. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

4. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

5. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

6. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

7. The parties agree the terms of this Agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

Release

8. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, and with regard to any and all other matters, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Poster

9. Respondents agree to place the federal Fair Housing Poster (English and Spanish) in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants.

Respondents also agree to send documentation to the Commission, verifying the posters have been placed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of receiving a Closing Letter from the Commission.

Relief for Complainant

10. Respondents agree to pay Complainant \$51.60 (\$300 deposit - \$248 unpaid rent = \$51.60) less no deductions. Respondents agree to send the check made out to Complainant, to the Commission within seven (7) days of Respondent's receipt of a Closing Letter from the Commission.

John and Cassie Gilmore agree they will not pursue recovery in small claims court or in any other process or proceeding recovery of their \$300 security deposit.

11. Upon Respondents receipt of Complainant's signed Agreement via fax, Respondents agree to immediately notify to National Credit Systems, Inc. in writing to immediately CEASE and DESIST all collection efforts regarding Cassie and John Gilmore for \$1,716.25 in alleged damages/cleaning charges (\$1,416.20 to replace carpet and \$300 cleaning charges). Respondents agree never to pursue the \$1,716.25 or any other monies believed owed by Cassie and John Gilmore to them as a result of their tenancy, in any forum.

Respondents confirm to National Credit Systems, Inc. was assigned to service the said debt and confirms the debt was never sold to National Credit Systems, Inc. Respondents agree never to sell the said debt in the future.

Respondents agree National Credit Systems, Inc. will provide documentation to Respondents verifying they sent written communication to Equifax, Experian, and TransUnion that the said debt never existed.

Respondents also agree to send documentation to the Commission, confirming Respondents communicated in writing to National Credit Systems, Inc. to immediately CEASE and DESIST all collection efforts regarding Cassie and John Gilmore for \$1,716.25 in alleged damages/cleaning charges (\$1,416.20 to replace carpet and \$300 cleaning charges). Respondents also agree to send documentation to the Commission confirming National Credit Systems, Inc. has communicated in writing to Equifax, Experian, and TransUnion that the said debt never existed.

The documentation will be sent to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of receiving a closing letter from the Commission. Mr. Grove will forward the documentation to Complainant.

Perry Partners LP, RESPONDENT

Date

Cohen-Esrey Real Estate Services Inc., RESPONDENT	Date
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Ranea Krueger, RESPONDENT	Date
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Cassie Gilmore, COMPLAINANT	Date
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John Gilmore, COMPLAINANT'S SPOUSE	Date
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Beth Townsend, DIRECTOR	Date
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IOWA CIVIL RIGHTS COMMISSION

Settlement Value: \$1,767.85